IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO.93 OF 2006

Nirmala Raj Katkar ...Appellant.

Vs.

Raj Jaisingrao Katkar ...Respondent.

Mr.Rahul S. Kate, Advocate for the appellant.

D.A.Athavale, Advocate for the respondent.

CORAM : SMT.RANJANA DESAI AND SMT.V.K.TAHILRAMANI,JJ.

DATED : OCTOBER 17, 2006.

P.C.:-

1. We have heard the learned counsel for the parties. The appellant and the respondent are present in the Court today. On instructions from them, the learned counsel state that the parties have amicably settled their disputes.

2. Consent terms duly signed by the appellant and the respondent and their respective counsel are tendered in the Court. They are taken on record and marked "X". The undertakings contained in the consent terms are accepted by this Court.

3. Order in terms of consent terms.

4. Family court appeal is disposed of in terms of the consent terms.

5. We make it clear that in view of the consent terms the respondent-husband shall not be liable to pay maintenance at the rate of Rs.1500/- from November, 2006 onwards.

6. The learned counsel for the respondent, on instructions, states that the respondent will deposit the instalments as contemplated in clause - 5 of the consent terms in the Court of Judicial Magistrate, First Class at Baramati. On such deposit being made, the Judicial Magistrate, First Class at Baramati shall allow the appellant-Nirmala Raj Katkar to withdraw it without security.

[SMT.RANJANA DESAI,J.]

[SMT.V.K.TAHILRAMANI,J.]